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**ARTICLES OF INCORPORATION
OF
THE GREATER UNION HILL COMMUNITY DEVELOPMENT CORPORATION**

A Virginia Nonstock Corporation

A. Corporate Name. The name of the corporation is "The Greater Union Hill Community Development Corporation".

B. Purpose. The Corporation is organized for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future federal tax law (the "Code"), including but not limited to:

1. Make critical home repairs related to health, safety and accessibility issues.
2. Ensure a clean and safe water supply; and adequate indoor plumbing.
3. Support educational and economic empowerment by supporting educational opportunities, entrepreneurship, business ownership and expansion with an emphasis on renewable energy businesses.
4. Generally support the goals and objectives of the Corporation.

C. Subject to the limitations set forth below, the Corporation may conduct any or all lawful affairs, not required to be stated specifically in these Articles, for which corporations may be incorporated under the Virginia Nonstock Corporation Act (the "Act").

D. Activities and Powers. To fulfill the Corporation's mission, the Corporation has the following powers:

1. To do all and every such thing as may be necessary, suitable, convenient, usual, or proper for the accomplishment of the purposes herein expressed, or incidental thereto, and in general to exercise and enjoy all other powers, rights and privileges now or hereafter granted by law to corporations of the character subject to the limitations herein set forth and in the Bylaws.
2. The Corporation shall not be operated for profit. It may engage only in activities that may be carried on by an organization exempt from federal income tax under Section 501(c)(3) of the Code and by a corporation to which contributions are deductible under Sections 170(c), 2055 and 2522 of the Code. To the extent consistent with Section 501(c)(3) of the Code, the Corporation may exercise any and all powers conferred upon nonstock corporations by Sections 13.1-826 and -827 of the Act.
3. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation (except as otherwise permitted by Section 501(h) of the Code); and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.

4. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, any director or officer of the Corporation, or any person having a personal or private interest in the activities of the Corporation, except that the Corporation may pay reasonable compensation to its officers and directors for services rendered and may make distributions in furtherance of the purposes set forth in Section B.

E. Members. The Corporation shall have no members. All voting power, including without limitation, power to vote on amending these Articles of Incorporation, shall be vested in the Board.

F. Board of Directors.

1. **Number of Directors.** The number of Directors shall be as set forth in the Corporation's Bylaws.

2. **Elected Directors.** Each Director shall be elected or appointed by the incumbent Directors at an annual organizational meeting of the Board and shall serve for a term of one year or until their successor is elected and qualified.

3. **Vacancies.** Vacancies on the Board caused by the resignation, removal, expiration of term, or for any other cause, shall be filled by the remaining Directors of the Corporation. No decrease shall have the effect of shortening the term of a Director then serving. The term of any Director elected by the Board to fill a vacancy shall expire at the next annual meeting.

G. Registered Office and Registered Agent. The registered office of the Corporation shall be 4701 Cox Road, Suite 285, Glen Allen, Virginia 23060 (County of Henrico). The registered agent shall be C T Corporation System.

H. Dissolution. Upon the dissolution of the Corporation and the winding up of its affairs and satisfaction of all of its outstanding obligations, the assets of the Corporation shall be distributed as the Board of Directors may determine to one or more entities organized and operated exclusively for charitable, scientific, literary or educational purposes and described in Sections 170(c)(2) and 501(c)(3) of the Code when distributions are to be made to them.

I. Indemnification and Advancement. To the full extent allowed by the Act as it exists now or may hereafter be amended, the Corporation shall indemnify against liability, and advance reasonable expenses (subject to the Director's compliance with Section 13.1-878 of the Act) to, any individual who was, is or is threatened to be named a defendant or respondent in any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal, because he or she is or was a Director, or while a Director, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise. The Corporation may (but shall not be required to) indemnify, and advance reasonable expenses to, an officer, employee or agent of the Corporation who is not a Director to the same extent as if he or she were a Director.

J. Elimination of Liability. To the fullest extent permitted by the Act as it exists now or may hereafter be amended, there shall be no liability for the acts or omissions of any Director of the Corporation in any action, suit or proceeding brought by or in the right of the Corporation arising out of any single transaction, occurrence or course of conduct. The elimination of liability provided in this Section I shall not be affected by any amendment, modification or repeal of these Articles of Incorporation or the Bylaws with respect to any act or omission occurring before such amendment, modification or repeal.

Signed by the Incorporator(s) as of November 5, 2018:

/s/ Kevin J. Finto

Kevin J. Finto, Incorporator

BYLAWS
OF
THE GREATER UNION HILL COMMUNITY DEVELOPMENT CORPORATION

ARTICLE I
DIRECTORS

1.1. General Powers. The Corporation shall have a Board of Directors.

Subject to any limitation set forth in the Articles of Incorporation or these Bylaws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation managed under the direction of, the Board of Directors.

1.2. Number of Directors. The number of Directors shall not be less than three (3) and no more than fifteen (15). The number of Directors may be increased or decreased from time to time, within the minimum and maximum, by resolution of the Board of Directors. No decrease in number shall have the effect of shortening the term of any incumbent director.

1.3. Election of Directors. Directors shall be elected or appointed as provided in the Articles of Incorporation.

1.4. Chair and Vice Chair. The Board of Directors shall elect from among its members a Chair of the Board of Directors and may elect from among its members a Vice Chair of the Board of Directors. The Chair shall be responsible for conducting the meetings of the Board of Directors, and in the absence or incapacity of the Chair, the Vice Chair, if any, shall assume such duties.

1.5. Vacancies. A vacancy among the Directors, including a vacancy resulting from the removal of a Director or an increase in the number of Directors, may be filled as provided in the Articles of Incorporation.

1.6. Resignation of Directors. A Director may resign at any time by delivering written notice to the Board of Directors, the Chair, the President, or the Secretary. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

1.7. Removal of Directors. A Director may be removed by such vote as would suffice for the Director's election, but a Director may be removed only at a meeting called for that purpose.

1.8. Directors' Meetings. The annual meeting of the Board of Directors shall be held on the last Saturday in October, or whatever date the Board selects by resolution, for the purpose of electing officers and transacting such other business as may properly come before the meeting. Regular meetings of the Board of Directors shall be held at such time and place as the Board of Directors may determine by resolution. Special meetings of the Board of Directors may be called at any time by the Chair, the President or by the number of Directors necessary to take action at a meeting of Directors at which a quorum is present and shall be held at such time and place as the person or persons calling the meetings shall designate.

1.9. Notice of Meetings. Except as provided elsewhere in these Bylaws or in applicable law, no notice of the annual meeting or any regular meeting of the Board of Directors shall be required. Notice of each special meeting shall be mailed to each Director's residence or usual place of business at least three (3) days before the date of the meeting or given by telephone, telecopier, or electronic mail at least two (2) days before the meeting. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be

specified in the notice or any waiver of notice of the meeting, provided, however, (i) such notice shall set forth the time and place of the meeting, and (ii) notice of a meeting at which removal of a Director is to be proposed shall state that the purpose, or one of the purposes, of the meeting is removal of the Director.

1.10. Waiver of Notice. A Director may waive any required notice before or after the date and time stated in the notice, and such a waiver shall be equivalent to the giving of the notice. A Director's attendance at or participation in a meeting waives any required notice of the meeting to that Director unless the Director, at the beginning of the meeting or promptly upon arrival, objects to holding the meeting or transacting business there and does not thereafter vote for or assent to action taken at the meeting. The waiver of a Director who does not attend or participate in the meeting must be in writing, signed by the Director, and filed with the minutes or corporate records.

1.11. Quorum. A majority of the number of the Directors then serving shall be necessary to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present may adjourn the meeting from time to time without notice until a quorum shall be present.

1.12. Participation in Meetings. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting. Directors may not vote by proxy.

1.13. Actions Without Meeting. Any action that may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the actions so to be taken, shall be signed by all of the Directors before or after the action is to become effective. If a consent specifies an effective date, it shall be effective as of that date, provided it also states the date that each Director executed it; otherwise the consent shall be effective when the last Director signs it. The Directors' consent shall have the same force and effect as a unanimous vote at a meeting of the Board of Directors and may be described as such in any document.

1.14. Compensation. No Director shall be entitled to any compensation for his services as a director.

ARTICLE II COMMITTEES

2.1. Board Committees. The Board of Directors may create committees of the Board of Directors as it may deem appropriate, appoint to membership any Directors, and fix and prescribe their rights, duties, power, authority, and terms of office. Each committee shall have two (2) or more members who serve at the pleasure of the Board of Directors. The creation of a committee and appointment of members to it shall be approved by a majority of the Directors in office when the action is taken.

2.2. Limitations on Authority. No committee may (i) fill vacancies on the Board of Directors or on any of its committees, (ii) amend the Articles of Incorporation, (iii) amend, adopt, or repeal bylaws, (iv) approve a plan of merger or consolidation, (v) approve the sale, lease, exchange, or other disposition, or the mortgage, pledge, or other encumbrance, of all or substantially all of the property and assets of the Corporation, (vi) approve the dissolution

of the Corporation or revoke a voluntary dissolution, or (vii) take any other action that is otherwise prohibited by the Act.

2.3. Operating Procedures. The provisions of these Bylaws that govern meetings, action without meeting, notice and waiver of notice, and quorum and voting requirements of the Board of Directors shall apply to all committees of the Board of Directors and their members. Each committee may establish its own additional rules of procedure not inconsistent with these Bylaws.

ARTICLE III OFFICERS

3.1. General. The officers of the Corporation shall consist of a President, a Secretary, a Treasurer, and, if deemed advisable by the Board of Directors, one or more Vice Presidents, Assistant Secretaries, or Assistant Treasurers. All officers shall serve until the annual meeting of Directors next following their election and until their successors are elected. At each annual meeting of Directors, the Directors shall elect officers to fill vacancies occurring at that meeting.

3.2. Duties of Officers. The officers shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may be delegated to them from time to time by the Board of Directors. The Secretary shall have general oversight of the corporate records of the Corporation and shall prepare (or have prepared) minutes of meetings of the Board of Directors, and shall be empowered to authenticate records of the Corporation. The Treasurer shall have general oversight of the accounts and financial records of the Corporation.

3.3. Agents. Such agents as the Board of Directors may deem necessary may be elected, appointed, or chosen in the manner prescribed by the Board of Directors. The

authority and duties of each agent shall be those prescribed in the resolution adopted by the Board of Directors establishing the need for such agent.

3.4. Removal of Officers and Agents. Any officer or agent may be removed with or without cause whenever the Board of Directors, in its absolute discretion, shall consider that the officer's or agent's removal will serve the best interests of the Corporation. Any agent appointed otherwise than by the Board of Directors may be removed with or without cause at any time by any officer having authority to appoint the agent whenever that officer, in the exercise of his or her absolute discretion, shall consider that the agent's removal will serve the best interests of the Corporation. Election or appointment of an officer or agent shall not of itself create contract rights.

ARTICLE IV

MISCELLANEOUS PROVISIONS

4.1. Fiscal Year. The fiscal year of the Corporation shall be the calendar year.

4.2. Voting of Interests Held. The Corporation may hold stock, membership interests, or other securities in other corporations or enterprises. To the extent approved by the Board of Directors, the Chair, the President, or the Secretary may, on behalf of the Corporation, cast the votes or take such other actions as the Corporation may be entitled to cast as a stockholder, member, or voting interest holder in the other corporation or enterprise; and they may from time to time appoint one or more agents of the Corporation to take such actions on behalf of the Corporation pursuant to instructions. The appointing officer may execute, or cause to be executed on behalf of the Corporation, such written proxies, consents, waivers, or other instruments as the officer may deem necessary or proper.

4.3. Amendment of Bylaws. The power to alter, amend, or repeal the bylaws of the Corporation or to adopt new bylaws shall be vested exclusively in the Board of Directors.

Adopted at the organizational meeting of the Board of Directors of the Corporation by a unanimous vote of the initial Directors.

**MEMORANDUM OF UNDERSTANDING BETWEEN
ATLANTIC COAST PIPELINE, LLC AND
THE GREATER UNION HILL COMMUNITY DEVELOPMENT CORPORATION
REGARDING PUBLIC SAFETY AND COMMUNITY ENHANCEMENTS**

WHEREAS Atlantic Coast Pipeline, LLC ("Atlantic") is developing the Atlantic Coast Pipeline, which will include a compressor station ("Station") in Buckingham County near the Union Hill community; and

WHEREAS Atlantic and residents of Union Hill community in Buckingham County Virginia have engaged in discussions regarding public safety and community enhancements; and

WHEREAS The Greater Union Hill Community Development Corporation (the "CDC") is a duly incorporated entity under the laws of Virginia and represents the interests of the residents of the greater Union Hill community for purposes of this Memorandum of Understanding; and

WHEREAS the CDC and Atlantic have consulted and identified several initiatives that will support public safety, community health and wellness, education and economic development enhancement in the Union Hill community.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CDC and Atlantic (together, the "Parties") enter into this Memorandum of Understanding as follows:

1. Donation of Funds.
 - a. Subject to the execution of a customary and mutually agreeable grant agreement governing such terms as program terms, use of proceeds, fund allocation, disbursement timing and reporting requirements and conditions, Atlantic shall transfer the sum of Three Million, Six Hundred Thousand Dollars (\$3,600,000) (the "CDC Donation") to the CDC.
 - b. Subject to adoption of a mutually agreeable ordinance by the Buckingham County Board of Supervisors and execution of a customary and mutually agreeable grant agreement governing use of proceeds, fund allocation, disbursement timing and

reporting requirements and conditions, Atlantic shall transfer the sum of One Million, Five Hundred Thousand Dollars (\$1,500,000) (the "Public Safety Donation") to Buckingham County.

- c. Collectively the CDC Donation and the Public Safety Donation shall both be referred to as the "Donations."

2. Use of CDC Donation. The CDC Donation shall be used to support programs and initiatives in the greater Union Hill/Buckingham County community to support health and wellness, education and economic development enhancements such as:

- a. a Community Wellness, Education and Economic Development Center ("Center") in the Union Hill community;
- b. a community park and event pavilion ("Park") in the Union Hill community;
- c. the operations, administration and maintenance of the Center and Park and to support activities and programs that enhance the quality of life of Union Hill residents living in close proximity to the Station;
- d. critical home repairs related to health, safety and accessibility issues;
- e. support for a clean and safe water supply; and adequate indoor plumbing;
- f. support for educational and economic empowerment by supporting educational opportunities, entrepreneurship, business ownership and expansion with an emphasis on renewable energy businesses; and
- g. general support for the goals and objectives of The Greater Union Hill Community Development Corporation.

3. Use of the Public Safety Donation. The Public Safety Donation shall be used to acquire or support:

- a. salary support for emergency responders to staff the Glenmore Satellite Station of Buckingham Rescue Squad;

- b. facility upgrades at the Glenmore Satellite Station to support the expanded emergency responders mission and increased staffing;
- c. a dedicated emergency dispatch channel designated specifically for the Union Hill area of the county; and
- d. additional emergency equipment to enhance the capabilities of the county's first responders, including but not limited to an all-terrain vehicle and an additional emergency response ambulance.

4. Notice. Each party shall notify the other when it has completed each of its respective tasks in Paragraphs 1 through 3, as applicable.

5. Termination. This Memorandum of Understanding shall terminate when Atlantic has completed the Donations under Paragraph 1 and 2 and the CDC has allocated its Donation among the purposes identified in Paragraph 2.

6. Effectiveness. This Memorandum of Understanding shall not become effective until the State Air Pollution Control Board issues the minor source air permit for the Station.

7. Publicity. Except as necessary to implement the objectives of the Donations, Atlantic and CDC shall not make public statements (written or oral) regarding the Donations, or the projects or activities thereunder, including, but not limited to, publications on the internet, without prior consultation and joint prior written consent.

8. Contract Rights. No third parties have been provided, nor shall they have, any rights under this Memorandum of Understanding, including a right of enforcement.

9. Notices, Contact, and Reports. The following lists the primary points of contact between Atlantic and CDC regarding the Donation as set forth under this Memorandum of Understanding:

Atlantic

Leslie N. Hartz
Vice President—Engineering and Construction—
Strategic Projects Gas Infrastructure Group
120 Tredegar Street, Richmond, Virginia 23219
Phone: 804-771-4468
Email: Leslie.Hartz@dominionenergy.com

The Greater Union Hill Community Development Corporation

Basil I. Gooden, Ph.D., Chair
Phone: 804-840-7373
Email: bigooden@gmail.com

10. Entire Agreement. This Memorandum of Understanding represents the entire understanding between Atlantic and CDC with respect to the Donations, and it may be amended or terminated only with the written consent of both parties.


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ATLANTIC COAST PIPELINE, LLC

Anne E. Bomar

By: Anne E. Bomar
Title: Vice President
Date: 7 November 2018

THE GREATER UNION HILL COMMUNITY DEVELOPMENT CORPORATION


By: Basil Goode
Title: Chair and President
Date: 11/5/2018